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**US AGENCY FOR INTERNATIONAL DEVELOPMENT
USAID/Honduras**

Issuance Date: March 14 2001

Closing Date: April 18, 2001

Subject: Request For Proposals (RFP) No. Honduras 00-071, Financial Administrative Support Services for Four Components of the Sustainable Improvements in Family Health Program.

The United States Agency for International Development (USAID/Honduras) is seeking proposals from qualified firms in the U.S. interested in providing the services described in Section C of this RFP.

If you decide to submit a proposal, it must be received no later than 3 p.m. Honduras time on the closing date indicated above. All proposals, and modifications thereof, should be submitted to:

If hand carried:

USAID/HONDURAS/OCM
Avenida La Paz
Frente a la Embajada Americana
Tegucigalpa, Honduras, Central America

Via APO:

John P. McAvoy
Contracting Officer
USAID/HONDURAS
Unit 2927
APO AA 34022

If a courier is used please ascertain that it will make delivery to the required address and not to customs. We cannot pick packages up at any place.


All offerors are required to carefully consider all contents of this solicitation including the special conditions and instructions contained in Sections C and L attached hereto. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation must be requested to the undersigned through Fax No. (504) 238-2804 and must be received not later than March 23, 2001. Oral explanations or instructions given before the award of the contract will not be binding.

Any additional information given to a prospective offeror will be considered an amendment of the solicitation and will be provided to all other prospective offerors, if such information is determined to be necessary to offerors in submittal of proposals or if the lack of such information would be prejudicial to uninformed offerors.

RFP Honduras 00-071
Page 2

Any questions concerning this Request for Proposals should be addressed to Mrs. Aracely de Taracena or the undersigned at the address indicated above. Offerors should retain for their records copies of any and all enclosures which accompany their proposals.

Sincerely yours,



John P. McAvoy
Contracting Officer

Attachment:a/s

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF 1 55 PAGES	
2. CONTRACT NUMBER	3. SOLICITATION NUMBER HOND 00-071	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/14/01	6. REQUISITION/PURCHASE NUMBER 522-0403-3-20060	
7. ISSUED BY OFFICE OF CONTRACT MANAGEMENT USAID/HONDURAS Unit 2927 APO AA 34022		8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in USAID/HONDURAS/OCM Ave. La Paz, Etc. Emb. Americana, Tegucigalpa until 3:00 p.m. local time April 18, 2001 (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL: -->		A. NAME Aracely Taracena/John P. McAvoy		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (504) 236-9320 Ext. 4908		
				C. EMAIL ADDRESS: ataracena@usaid.gov		
11. TABLE OF CONTENTS						
SEC.	DESCRIPTION		PAGE(S)	SEC.	DESCRIPTION	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/CONTRACT FORM	1	X	J	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING	12	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE	13	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE	14	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA	16	X	M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS	20			
OFFER (Must be fully completed by offeror)						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16 Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I Clause No. 52.232-8) -->			10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR			CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AWARD (To be completed by Government)						
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (copies unless otherwise specified)--> ITEM			
24. ADMINISTERED BY (if other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.						
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable				STANDARD FORM 33 (REV. 9-97) Prescribed by GSA FAR (48 CFR) 53.214(c)		

TABLE OF CONTENTS	PAGE
PART I - THE SCHEDULE	5
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	5
B.1 PURPOSE	5
B.2 CONTRACT TYPE	5
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	5
B.4 LINE ITEMS	5
B.5 INDIRECT COSTS (DEC 1997)	6
B.6 CEILING ON INDIRECT COST RATES (DEC 1997)	6
B.7 COST REIMBURSABLE AND LOGISTIC SUPPORT	6
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	7
SECTION D - PACKAGING AND MARKING	12
D.1 52.252 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	12
SECTION E - INSPECTION AND ACCEPTANCE	13
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	13
E.2 INSPECTION AND ACCEPTANCE	13
E.3 MONITORING AND EVALUATION	13
SECTION F - DELIVERIES OR PERFORMANCE	14
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	14
F.2 DELIVERY SCHEDULE	14
F.3 LEVEL OF EFFORT	14
F.4 KEY PERSONNEL	14
F.5 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION . TO PPC/CDIE/DI	15
SECTION G - CONTRACT ADMINISTRATION DATA	16
G.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	16
G.2 ADMINISTRATIVE CONTRACTING OFFICE	16
G.3 COGNIZANT TECHNICAL OFFICER (CTO)	16
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	17
G.5 REPORTS AND DELIVERABLES OR OUTPUTS	18
G.6 PAYING OFFICE	19
G.7 ACCOUNTING AND APPROPRIATION DATA	19
G.8 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREME	19
SECTION H - SPECIAL CONTRACT REQUIREMENTS	20
H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL	20
H.2 AUTHORIZED GEOGRAPHIC CODE	20
H.3 LOGISTIC SUPPORT	20
H.4 LANGUAGE REQUIREMENTS	21
H.5 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING. REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT	21

PART II - CONTRACT CLAUSES	22
SECTION I - CONTRACT CLAUSES	22
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	22
I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	24
I.3 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR. SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)	25
I.4 PAYMENT FOR OVERTIME PREMIUMS	27
I.5 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)	28
I.6 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	28
I.7 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS . . . (JAN 1997)	31
I.8 NOTIFICATION OF CHANGES	32
I.9 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT . . EXPERIENCE DOCUMENTS (OCT 1997)	32
I.10 COMMUNICATIONS PRODUCTS (OCT 1994)	34
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . .	35
SECTION J - LIST OF ATTACHMENTS	35
PART IV - REPRESENTATIONS AND INSTRUCTIONS	36
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND	36
OTHER STATEMENTS OF OFFERORS	
K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING . . PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	36
K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)	37
K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)	38
K.4 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS . . . (OCT 1999)	40
K.5 752.226-1 DISADVANTAGED ENTERPRISE REPRESENTATION . (APR 1991)	41
K.6 INSURANCE - IMMUNITY FROM TORT LIABILITY	42
K.7 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS	43
K.8 SIGNATURE	43
SECTION L - INSTRUCTIONS, CONDITIONS, AND	44
NOTICES TO OFFERORS	
L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED . . . BY REFERENCE (FEB 1998)	44
L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE . . . ACQUISITION (FEB 2000) Alternate II (OCT 1997)	44
L.3 52.216-1 TYPE OF CONTRACT (APR 1984)	49
L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)	49
L.5 GENERAL INSTRUCTIONS TO OFFERORS	49
L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL . PROPOSAL	52
L.7 INSTRUCTIONS REGARDING KEY PERSONNEL	52
L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL	52

TABLE OF CONTENTS

PAGE

SECTION M - EVALUATION FACTORS FOR AWARD	54
54 M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED	
BY REFERENCE (FEB 1998)	
M.2 EVALUATION CRITERIA	54
M.3 DETERMINATION OF THE COMPETITIVE RANGE AND	55
CONTRACT AWARD	
M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND	55
DISADVANTAGED ENTERPRISES	

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PURPOSE

The purpose of this contract is:

to provide financial and administrative services for four components of the Sustainable Improvements to Family Health Program which is implemented by the Ministry of Health (MOH) and the National Autonomous Water and Sewage Service (SANAA) as described in Section C "Statement of Work"

[End of Clause]

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term contract. For the consideration set forth below the Contractor shall perform the services further described in Section C.

[End of Clause]

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$_____. The fixed fee, if any, is \$_____. The estimated cost plus fixed fee, if any, is \$_____.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$_____. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through _____.

[End of Clause]

B.4 LINE ITEMS

CLIN	DESCRIPTION	TOTAL ESTIMATED AMOUNT
0001	Financial & Admin. Servs.	
TOTAL ESTIMATED COST		
FIXED FEE		
TOTAL ESTIMATED COST PLUS FIXED FEE		

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
-------------	------	------	------	--------

[TO BE DETERMINED]

[End of Clause]

B.6 CEILING ON INDIRECT COST RATES (DEC 1997)

- (1) Reimbursement for indirect costs shall be at the lower of the negotiated final (or predetermined) rates or the following ceiling rates:

Description	Rate	Base	Period
-------------	------	------	--------

[TO BE DETERMINED]

- (2) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.
- (3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Grant/Agreement/Contracting Officer.

[End of Clause]

B.7 COST REIMBURSABLE AND LOGISTIC SUPPORT

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 2.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

Contractor shall be responsible for all logistic support.

[End of Clause]

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. OBJECTIVE

The objective of this contract is to provide financial and administrative services for four components of the Sustainable Improvements to Family Health program (*The Program*) which is implemented by the Ministry of Health (MOH) and the National Autonomous Water and Sewage Service (SANAA). The Contractor shall be responsible for the management of USAID dollar grant resources going to the MOH operating units and to SANAA, including all disbursements, advances and liquidations, accounting, procurement and contracting, timely management of USAID funds for activities, and assurance of compliance of the above-mentioned activities with the procedures and norms of USAID.

II. BACKGROUND

The Program contributes to the joint USAID/Government of Honduras (GOH) "Sustainable Improvements to Family Health." Specifically, the components included in this Statement of Work are:

Increased Use of Child Survival Services through Health Reform

Increased Use of Quality Reproductive Health and Family Planning Services

Increased Use of STI/AIDS Prevention Practices

Increased Use of Malaria, Dengue and TB Prevention and Control Services

In order for the MOH and SANAA to effectively implement these and other activities that may be mutually agreed to under *The Program*, it is crucial that a funding mechanism be established for USAID dollar grant funds that will provide ongoing and continuous financial resources in a timely manner.

III. SCOPE OF WORK

The Contractor shall be responsible for the financial management of *The Program's* locally funded activities, including the following:

1. Receipt, review/audit and payment of allowable, allocable/eligible costs billed under *The Program*
2. Procurement and Contracting for Commodities and Services
3. Accounting
4. Reporting and monitoring

5. End-use checking and adequate control, inventory of financed commodities Staffing, contracting personnel, providing benefits for, and responsibility this entails Facilitate the implementation of *The Program* by designing and carrying out adequate but flexible internal control procedures to ensure that the implementation will not be cumbersome by excessive and rigid bureaucratic procedures, and Provide the implementing units with proper and timely training to ensure that they understand the procedures for procuring and paying for goods and services.

REQUIRED TASKS

The Contractor shall carry out the following tasks:

Receipt, review/audit and payment of allowable, allocable/eligible costs billed under *The Program* to be implemented by MOH and SANAA: The Contractor shall be responsible for managing USAID funds which includes establishing and reimbursing rotating funds in *The Program's* focus Health Areas; and for expenses, directly funding MOH central level activities. The total amount of money that will be managed by the Contractor per year will be approximately US\$2.750 million. It is estimated that there will be approximately 2,000 individual transactions per year. Following USAID approval of Program Work Plans and budgets of the MOH and SANAA, the Contractor shall manage disbursements and submit to USAID requests for advances as needed and monthly liquidation reports. There will be eighteen potential technical and regional implementing units within the MOH and one administrative unit within SANAA. Following is a list of these potential 18 units:

HEALTH PROGRAMS	REGION/CENTRAL	LEVEL	HEALTH AREAS
Region 2			Area 1, Comayagua
			Area 2, Intibucá
			Area 3, Siguatepeque
			Area 4, La Paz
			Area 5, Marcala
Region 5			Area 1, Santa Rosa de Copán
			Area 2, Gracias, Lempira
			Area 3, Ocotepeque
			Area 4, Florida, Copán
Region 1			Area 3, Sabanagrande
MOH Department of Maternal Child Health			
MOH Directorate of Health Services Network			
MOH Department of EST/SIDA/TB			
MOH Department of Vectors			
MOH Department of Human Resources			
MOH Managerial, Administrative and Financial Information System (SIGAF)			
Program Liaison Unit			
SANAA			

While disbursements will generally be based on workplans, a certain degree of flexibility is necessary for program-associated costs. USAID will provide authorization in writing for those costs or activities not included in workplans.

2. Procurement and Contracting for Commodities and Services: The Contractor shall make local procurements for the implementation of MOH and SANAA activities for those items USAID does not procure directly. All procurements shall be made in accordance with USAID established procedures. Additionally, the Contractor shall manage the contracting of short and long-term technical assistance as directed by USAID and the GOH agencies. It is estimated that under this Contract a total of 50 person months of technical assistance shall be required.

Accounting: The contractor shall be responsible for maintaining accurate financial and accounting records and reports by component of all procurements and disbursements in accordance with generally accepted practices. All non-expendable items purchased with funds made available by this agreement shall be clearly marked and inventoried. Property title shall be held by the respective GOH implementing agency.

Reporting and Monitoring: The Contractor shall provide USAID monthly financial status reports by component showing cash received and disbursed during the period. These status reports shall separate contract and Program expenses¹ and shall be segregated by specific budget-line categories in each component. The amount of cash on hand at the end of the period shall also be included in the report and, as required, a request for additional funds to cover the ensuing 90 day period.

End-Use checking and Adequate Control, inventory of financed commodities: The contractor shall perform end-use checking of all financed commodities to ensure that the implementing agencies have in place adequate inventory control records and procedures and that commodities are used only for intended purposes. This end-use checking procedure shall require the contractor to ensure that all program-funded commodities and equipment and vehicles are marked with the USAID emblem and adequately maintained, respectively.

Staffing: The Contractor shall provide the necessary staff resources to meet the needs for financial management, quality oversight, disbursements, reporting, and other services as identified in this Scope of Work (SOW) for each component. It is estimated that the following level of staff resources will be needed although the contractor may propose a different plan for staffing with justification:

¹Contract expenses are the costs directly incurred by the Contractor. Program expenses are funds disbursed by the Contractor on behalf of the implementing agencies.

Part-time Program Manager
Full-time Program Administrative Manager
Full-time Program Chief Accountant
Full-time Program Accountant Assistant
Full-time Program Procurement Agent
2 Full-time Program Field Management Assistant

Program Field Management Assistants are to be focus on facilitating program implementation in the field; consequently, they will be located one at Region 2 and one at Region 5. The duties of these positions shall include the following: (a) provide training to health areas personnel on the procedures to be followed for administering revolving funds and procuring and paying for goods and services; (b) reimburse revolving funds; (c) identify potential suppliers for goods and services needed by the program and that exceeds the threshold of health areas; (d) obtain quotations, award procurement, and supervise the delivery of goods and services to health areas.

These two positions are considered key for ensuring that health areas are capable of implementing their work-plan and budget. These positions are also expected to be a proactive mechanism for problem solving.

REQUIREMENTS

The Contractor shall agree to do the following:

1. The contractor shall work closely with the MOH and SANAA designated Program liaison officers for concurrence and requests for specific tasks to be accomplished. A critical factor will be the contractor's ability to be operational in Honduras in a very short time.
2. Resources provided by the contractor (including equipment) shall include those necessary for the accounting, administration, coordination, and reporting of all related activities of the contract, as well as compliance with USAID and GOH regulations.
3. The Contractor shall provide evidence, in form and substance satisfactory to USAID, prior to the transfer of funds obligated under *The Program*, that the contractor has established a separate bank account specifically for *The Program* to control the receipt and disbursement of all Program funds, including interest and principal. Any interest generated shall be reimbursed to the "US Disbursing Officer" at USAID on a quarterly basis.
4. The Contractor shall follow sound business practices and pay no more than reasonable prices for the purchase of any goods or the contracting of services. Such items shall be procured by employing fair and acceptable competitive commercial practices to assure the most effective use of Program funds and comply with USAID and GOH regulations. The Contractor shall maintain an adequate inventory control system for all non-expendable property by Program component.

5. The Contractor shall maintain books, records, documents, and other evidence by Program component, in accordance with generally accepted accounting principles and practices to substantiate Program expenditures and show the receipt and use of all goods and services acquired under *The Program*. Such books and records shall be available at all times to USAID, the MOH, the Ministry of Finance (MOF), and the Controller General of the Republic (CGR), and shall be maintained for at least three years after the date of the last disbursement under *The Program Agreement*.
6. The Contractor shall ensure that all administration and use of funds under the contract shall be subject to audit by USAID, the Controller General of the Republic (CGR), or USAID-approved firms on a yearly basis or at any other time period that USAID determines reasonable. USAID and the GOH reserve the right to perform financial and spot check reviews of the use of funds under the contract.
7. USAID, with counsel of the respective GOH partner Agencies will evaluate the Contractor's performance on a quarterly basis.
8. The Contractor shall make all disbursements, procurement of commodities and actions stipulated in annual workplans and budgets duly approved through Program Implementation Letters for both the MOH and SANAA.

The Contractor must be bonded to cover all outstanding cash advances from USAID.

The Contractor shall establish monitoring and reporting systems and provide quarterly progress reports by component to USAID reporting any difficulties with the execution of the contract. These reports shall contain recommendations, methodology and timetable for ensuring their immediate resolution for resolving these difficulties. The Contractor shall also provide additional information required by USAID/Honduras, USAID audits, evaluations, and reports.

The Contractor shall handle travel and per diem expenses, advances and liquidations for all travel in accordance with USAID and GOH rules and regulations. Per Diem rates shall not exceed those established by USAID.

The Contractor shall document in hard copy and electronic form all system, policies (i.e. personnel management, travel & per diem rates, contracting) and controls for implementing, overseeing, assessing, and reporting of all activities and responsibilities under the contract.

The Contractor shall ensure immediate resolution of any resulting external and/or internal audit recommendations.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7009	MARKING	JAN 1993

The cover page of all reports prepared by the Contractor shall include the project name, project number and the contract number.

Notwithstanding the clause of this contract entitled "Marking", the Contractor agrees to follow the instructions of the CTO regarding marking of any equipment which may be purchased under this contract.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.usaid.gov/pubs/ads>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-5	INSPECTION OF SERVICES	APR 1984
	- COST-REIMBURSEMENT	

[End of Clause]

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/Honduras
Avenida La Paz
Frente a Embajada Americana
Tegucigalpa, M.D.C.

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[End of Clause]

E.3 MONITORING AND EVALUATION

See Section C. Evaluation of the Contractor's overall performance shall be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.usaid.gov/pubs/ads>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

F.2 DELIVERY SCHEDULE

The period of performance for this contract is from the date of the Contracting Officer's signature (o/a June, 2001) through December 31, 2002.

F.3 LEVEL OF EFFORT

- (a) The contractor shall devote (to be determined) person-days level of effort of direct employee, consultant, or subcontractor labor or the period specified in the clause, Delivery schedule, above. This total level of effort is organized by labor category below.
- (b) The number of person-days for any labor category may be used in any other labor category, subject to the prior written approval or direction of the COTR. Once the level of effort has been fully expended, this contract is complete.
- (c) Level of effort by labor category:

(To be proposed by offerors)

F.4 KEY PERSONNEL

The key personnel identified below are considered essential to the work being performed. Unless otherwise agreed to in writing by the Contracting Officer, the Contractor shall be responsible for providing such personnel for performance at the level-of-effort and for the term required. Failure to provide key personnel designated below may be considered nonperformance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor. The Contractor shall immediately notify the Contracting Officer and the COTR of any Key Personnel's departure and the reasons therefor. The Contractor shall take steps to immediately rectify this situation and shall propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer whether provided in advance or by ratification.

(To be determined)

[End of Clause]

F.5 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, Virginia 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org

<http://www.dec.org>

[End of Clause]

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.usaid.gov/pubs/ads>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
AND AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7003	DOCUMENTATION FOR PAYMENT	NOVEMBER 1998

[End of Clause]

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

OFFICE OF CONTRACT MANAGEMENT
USAID/Honduras
Frente a Embajada Americana
Tegucigalpa, Honduras, Central America

[End of Clause]

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is HRD Office Director or his or her designee at:

HUMAN RESOURCES DEVELOPMENT OFFICE
USAID/Honduras
Frente a Embajada Americana
Tegucigalpa, Honduras

Telephone: (504) 239-9320

[End of Clause]

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered.

Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

- (c) The CTO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.
- (e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

[End of Clause]

G.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Section I, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

[End of Clause]

G.6 PAYING OFFICE

The paying office for this contract is:

OFFICE OF THE CONTROLLER
USAID/Honduras
Avenida La Paz, Frente a Embajada Americana
Tegucigalpa, Honduras, Central America

APO: OFFICE OF THE CONTROLLER
USAID/Honduras
Unit 2927
APO AA 34022

[End of Clause]

G.7 ACCOUNTING AND APPROPRIATION DATA

MAARD:
FUND ACCOUNT:
AMOUNT:

G.8 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [] has not [] submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the COTR prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

[End of Clause]

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 United States.

[End of Clause]

H.3 LOGISTIC SUPPORT

- (a) The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.
- (b) To the extent that a USAID Mission or an Office of the AID Representative (OAR) in the cooperating country, or a cooperating country, furnishes logistic support for the Contractor's overseas performance, the costs of such logistic support will not be charged to the Contractor, and shall not be charged by the Contractor to this contract. Logistic support furnished in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director or USAID Representative (USAIDREP), in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director/USAID REP shall prescribe.
- (c) If, under emergency circumstances, it is necessary for a USAID Mission or OAR to pay for any in-country costs on behalf of the Contractor in order to implement any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract (however, see Section H.5.(b), wherein logistic support to be furnished by the Mission/OAR will be furnished without charge. The Mission/OAR will never recoup those costs via an Advice of Charge (AOC) to the paying office. A Mission may not pay any in- country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount that may be paid.

[End of Clause]

H.4 LANGUAGE REQUIREMENTS

- (a) The great majority of the work done in executing this contract will be in Spanish. Therefore, it is critical that all people be highly fluent in Spanish, if not native speaking of Spanish (S4/R4). The senior team members should also have facility in English.
- (b) USAID reserves the right to test proposed individuals to ensure that they have the required language capability. In the event that the individual(s) possess(es) the required language capability, expenses for language testing shall be an allowable charge to this contract. However, if the individual(s) do(es) not have the required language capability, expenses for language testing for such individual(s) shall be borne by the Contractor at no expense to USAID.

[End of Clause]

H.5 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated _____ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
RRB 7.08-110
1300 Pennsylvania Avenue NW
Washington, D.C. 20523

[End of Clause]

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.usaid.gov/pubs/ads>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	MAY 1999
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 2000
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
52.222-26	EQUAL OPPORTUNITY	FEB 1999

52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-14	TOXIC CHEMICAL RELEASING REPORTING	OCT 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS Alternate II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.245-5	GOVERNMENT PROPERTY - (COST- REIMBURSEMENT, TIME-AND-MATERIALS OR LABOR-HOUR CONTRACTS	JAN 1986
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JAN 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	JUNE 2000
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I. AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS Alternate 70	JAN 1990
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGE ENTERPRISES	JULY 1997
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	MAR 1993
752.245-70	GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

[End of Clause]

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution ; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements.

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.4 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed \$0.00.

[End of Clause]

I.5 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed.

The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

[End of Clause]

I.6 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN
CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by . If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment.
 - (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers.
 - (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is

responsible for recovery of any erroneously directed funds; or

- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall

designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.7 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

- (a) The Contractor shall--
 - (1) Certify any proposal to establish or modify final indirect cost rates;
 - (2) Use the format in paragraph (c) of this clause to certify; and
 - (3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.
- (b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.
- (c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm:

Signature:

Name of Certifying Official:

Title:

Date of Execution:

[End of Clause]

I.8 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing.

[End of Clause]

I.9 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

- (a) Contract Reports and Information/Intellectual Products.

- (1) The Contractor shall submit to PPC/CDIE/DI copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO).

These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

- (2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/ intellectual products referenced in paragraph (a)(1).

(b) Submission requirements.

(1) Distribution.

- (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) above) in electronic format and hard copy (one copy) to U.S. Agency for International Development, PPC/CDIE/DI, Attn:

ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

- (ii) The contractor shall submit the reports index referenced in paragraph (a)(2) above and any reports referenced in paragraph (a)(1) above that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) above.

(2) Format.

- (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical

office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

- (ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
 - (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.
 - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
 - (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

I.10 COMMUNICATIONS PRODUCTS (OCT 1994)

- (a) Definition - Communications products are any printed materials other than non-color photocopy material), photographic services or video production services.
- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:
- (1) All communications materials funded by operating expense account funds;
 - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

[End of Clause]

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- 1 USAID FORM 1420-17 - Contractor Employee Biographical Data Sheet
- 2 SF LLL - Disclosure of Lobbying Activities
- 3 Certificate of Current Cost and Pricing
- 4 AID 1420-62 - A.I.D. Contractor Employee Physical Examination Form

ALL FOUR ATTACHMENTS CAN BE DOWNLOADED FROM THE INTERNET.
THE INTERNET ADDRESS IS:

http://www.info.usaid.gov/procurement_bus_opp/procurement/forms/

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN:_____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has () has not () within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K.4 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.
 - (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
 - [] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.5 752.226-1 DISADVANTAGED ENTERPRISE REPRESENTATION (APR 1991)

The offeror/contractor shall submit a representation in the following form to the contracting officer:

(a) Representation. The offeror represents that:

- (1) It [] is, [] is not a small disadvantaged business.
- (2) It [] is, [] is not an historically black college or university, as designated by the Secretary of Education pursuant to 34 CFR 608.2.
- (3) It [] is, [] is not a college or university having a student body in which more than 40 percent of the students are Hispanic American.
- (4) It [] is, [] is not a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged.

(b) Definitions.

- (1) "Asian Pacific Americans," as used in this provision means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.
- (2) "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals.
- (3) "Native Americans," as used in this provision means American Indians, Eskimos, Aleuts, and native Hawaiians.
- (4) "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals.
- (5) "Small business concern," as used in this provision, means a U.S. concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualifies as a small business under the criteria and size standards in 13 CFR 121.
- (6) "Small disadvantaged business," as used in this provision, means a small business concern that:

- (i) Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and
 - (ii) Has its management and daily business controlled by one or more such individuals.
- (7) "Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.
- (c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and women.

[End of Provision]

K.6 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

[End of Provision]

K.7 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

[End of Provision]

K.8 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____
Offer/Proposal No. _____
Date of Offer _____
Name of Offeror _____
Typed Name and Title _____
Signature _____ Date _____

[End of Provision]

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.usaid.gov/pubs/ads>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

[End of Provision]

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000) Alternate II (OCT 1997)

(a) *Definitions.* As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of proposals.*
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show—
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)
 - (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
- (1) Mark the title page with the following legend:
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would

otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee contract resulting from this solicitation.

[End of Provision]

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

John P. McAvoy
Regional Contracting Officer
USAID/HONDURAS
Office of Contract Management
Unit 2927
APO AA 34022

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

[End of Provision]

L.5 GENERAL INSTRUCTIONS TO OFFERORS

- (a) The offeror should submit one original and 4 copies of a technical proposal and one original and 4 copies of a cost proposal. The Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

- (b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

- (c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

(d) Proposals may be sent to the following address:

Via Courier to:

Via APO

Officer
USAID/HONDURAS/OCM
Avenida La Paz

John P. McAvoy
Contracting

Frente a la Embajada Americana
Tegucigalpa, Honduras, Central America

USAID/Honduras
Unit 2927
APO AA 34022

Offerors assume full responsibility of ensuring that proposals are received at the place and by the date and time specified in this solicitation.

- (e) Offerors shall include with their proposal a completed copy of Section K "Representation, Certifications and Other Statements of Offerors" and past performance information.
- (f) Proposals offering less than 90 days for acceptance by the government from the date set for closing will be considered non-responsive and will be rejected.
- (g) Offerors must set forth full, accurate, and complete information as required by this Request for Proposals.
- (h) For purposes of FAR Clause 52.219-23 (see Section I.3) the SIC code for this procurement is 87 as determined by the Department of Commerce per publication dated October 1999 and updated on September 29, 2000.

(i) RESPONSIBLE PROSPECTIVE CONTRACTORS

The past performance references required by this section shall be included as an annex or attachment of the proposal. References are required prior to the award of any acquisition or assistance instrument, the contractor/recipient must be determined to be "responsible."

That determination considered the seven factors listed in FAR 9-104-1 as follows:

"To be determined responsible, a prospective contractor must--

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

- (c) Have a satisfactory performance record (see 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;
- (d) Have a satisfactory record of integrity and business ethics including satisfactory compliance with the law including tax laws, labor and employment laws, environmental laws, antitrust laws, and consumer protection laws.
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See 9.104-3(a).)
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations."

The Government in accordance with 48 CFR 9.106 may solicit from available sources relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

In order to determinate if you are a responsible offeror, in conformance with the regulations, please submit the following information:

Name and address of the organization for which similar work to that required under this RFP was performed; the current telephone number of a responsible technical representative of that organization; the number, if any, of each contract, grant, or cooperative agreement; and a brief description of the services provided, including the period during which the services were provided. USAID may use this information to contact technical representatives on prior contracts, grants or cooperative agreements to obtain information on performance.

1.
2.
3.

(j) Telegraphic or Facsimile Proposals:

Telegraphic, facsimile or electronic commerce proposals will not be considered

(k) Proposal Expenses:

This RFP does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation Should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section Shall be included as an annex or attachment of the technical proposal.

[End of Provision]

L.7 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

[End of Provision]

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) Each offeror shall provide a budget for each line item listed in Section B. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract.

- (b) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.
- (c) Detail of the offeror's management structure as it relates to performance of services described in Section C.
- (d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well.
- (e) A completed Certificate of Current Cost or Pricing Data (see Section J of this solicitation) for itself and each subcontractor, if the subcontract will exceed \$500,000. (This certificate should be re-submitted after negotiations have been concluded and agreement has been reached.)
- (f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).
- (g) A copy of the offeror's personnel policies in effect at the time the offer is submitted.
- (h) A copy of the offeror's travel policies in effect at the time the offer is submitted.

[End of Provision]

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.usaid.gov/pubs/ads>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

- (a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.
- (b) The cost proposal will be scored by the method described in this Section.
- (c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

EVALUATION CRITERIA

Criteria	Weight
Academic Qualifications and other Relevant Experience of Proposed Personnel	20
Prior Firm Experience in Administrative Technical Assistance	10
Past Performance	10
Capabilities of firm to support activity and speed of operational readiness to begin its work in Honduras	15
Experience in Public Sector, particularly in public health	10
Completeness, thoroughness and responsiveness of Proposal	5
Spanish Language Proficiency of Proposed Personnel	5
Cost	25
TOTAL	100

[End of Provision]

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

- (a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the above technical and cost evaluation factors, and will be comprised of all offerors whose proposals are determined to have a reasonable chance of being selected for award.
- (b) In accordance with FAR 52.215-16, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered. The formula set forth above will be used by the Contracting Officer as a guide in determining which proposals will be most advantageous to the Government.

[End of Provision]

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

[End of Provision]

[END OF SECTION M]

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